

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

ADA I. CARMONA-RIVERA,

Plaintiff,

v.

COMMONWEALTH OF PUERTO RICO,
et al.,

Defendants.

Civil No. 04-1318 (JAF)

O R D E R

Defendants, the Commonwealth of Puerto Rico, the Department of Education, Dr. César Rey-Hernández, Elsie Trinidad-Vázquez, and Dr. Edna Rosa-Colón, bring this motion for reconsideration of our February 9, 2007, order awarding Plaintiff Ada I. Carmona-Rivera \$9,756.25 in attorneys' fees under the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12101 et seq. (2006). Docket Document Nos. 185, 186-1. For the reasons stated below, we deny Defendants' motion.

I.

Factual Background

We set forth a detailed factual background of this case in our February 9, 2007, order. See Docket Document No. 185. Here, we summarize the facts relevant to the present motion.

On April 14, 2004, Plaintiff filed a complaint in federal district court alleging, inter alia, violations of the ADA. Docket

Civil No. 04-1318 (JAF)

-2-

1 Document No. 1. Plaintiff, a disabled teacher, alleged that
2 Defendants failed to provide her with necessary accommodations and
3 assistance. Id. On May 11, 2004, Plaintiff moved for a preliminary
4 injunction requiring Defendants to comply with reasonable
5 accommodation agreements already existing between the parties.
6 Docket Document No. 10. On June 30, 2004, the parties entered into
7 a partial settlement agreement in which Defendants agreed to some of
8 Plaintiff's requests. Docket Document No. 43. On July 13, 2004, we
9 approved the terms of the partial settlement agreement and found that
10 the agreement rendered Plaintiff's motion for a preliminary
11 injunction moot. Docket Document Nos. 50, 51.

12 On July 22, 2004, Plaintiff moved for an order compelling
13 Defendants to comply with a modified version of the settlement
14 agreement. Docket Document No. 53. In her motion, Plaintiff alleged
15 that Defendants had breached the original settlement agreement and
16 privately proposed new terms to Plaintiff. Id. Plaintiff requested
17 us to order Defendants to comply with their proposed terms. Id.
18 However, the motion was terminated on October 13, 2004, and the
19 parties never formally adopted a new agreement, nor did we ever
20 approve one.

21 On August 15, 2005, we granted summary judgment in favor of
22 Defendants, finding, inter alia, that the settlement agreement had
23 rendered Plaintiff's remaining ADA claims moot. Docket Document
24 No. 171. Plaintiff appealed this order, Docket Document No. 175, and

Civil No. 04-1318 (JAF)

-3-

1 the First Circuit affirmed, Carmona-Rivera v. Puerto Rico, 464 F.3d
2 14 (1st Cir. 2006).

3 In early December 2006, Plaintiff filed a complaint against
4 Defendants in Puerto Rico court. Docket Document No. 186-2.
5 Plaintiff voluntarily dismissed the complaint on December 27, 2006.
6 Docket Document No. 186-3.

7 On February 9, 2007, we awarded Plaintiff \$9,756.25 in
8 attorneys' fees for time spent litigating claims on which she
9 prevailed by way of the partial settlement. Docket Document No. 185.

10 II.

11 Analysis

12 Courts entertain motions for reconsideration "if they seek to
13 correct manifest errors of law or fact, present newly- discovered
14 evidence, or when there is an intervening change in the law." Lima-
15 Rivera v. UHS of P.R., Inc., No. 04-1798, 2005 WL 2095786, at *1
16 (D.P.R. Aug. 30, 2005) (citing Jorge Rivera Surillo & Co. v. Falconer
17 Glass Indus., Inc., 37 F.3d 25, 29 (1st Cir. 1994)). Plaintiffs have
18 made no showing, nor do we find, that any of these circumstances are
19 present here.

20 Defendants raise four arguments for reconsideration: (1) equity
21 should prevent Plaintiff from obtaining attorneys' fees; (2) the
22 Commonwealth of Puerto Rico has Eleventh Amendment immunity;
23 (3) Plaintiff cannot collect attorneys' fees against Defendants under

Civil No. 04-1318 (JAF)

-4-

1 the ADA because Defendants are not Plaintiff's employers; and (4) we
2 incorrectly calculated Plaintiff's attorneys' fees by including time
3 spent litigating issues on which Plaintiff did not prevail.

4 Defendants raise two equitable arguments, neither of which
5 compels us to reconsider our original ruling. First, Defendants
6 argue that Plaintiff is estopped from claiming status as a prevailing
7 party under the settlement agreement because she requested a new
8 settlement agreement after Defendants failed to comply with the
9 original agreement. Docket Document No. 186-1. Defendants do not
10 explain, nor do we see, why this represents wrongful conduct.
11 Second, Defendants argue that Plaintiff wrongfully filed a complaint
12 in Puerto Rico court in early December 2006, that restated claims
13 already denied by the this court and by the First Circuit. Id.
14 However, Defendants have presented no evidence that Plaintiff was
15 unreasonable in bringing her complaint in state court. Cf. Cruz v.
16 Savage, 896 F.2d 626, 631 (1st Cir. 1990) ("[I]f an attorney's conduct
17 in multiplying proceedings is unreasonable . . . sanctions may be
18 imposed."). Accordingly, Defendants' equitable arguments fail.

19 Next, Defendants assert that Eleventh Amendment immunity
20 precludes an assessment of attorneys' fees against the Commonwealth
21 of Puerto Rico. Docket Document No. 186-1. The Eleventh Amendment
22 does not bar grants of prospective injunctive relief, Ex-parte Young,
23 209 U.S. 123 (1908), nor does it bar awards of attorneys' fees
24 ancillary to grants of prospective injunctive relief, Missouri v.

Civil No. 04-1318 (JAF)

-5-

1 Jenkins, 491 U.S. 274, 278 (1998). As we determined in our previous
2 order, the settlement in the present case was functionally equivalent
3 to an award of injunctive relief to Plaintiff. Docket Document
4 No. 185. Therefore, the Eleventh Amendment does not bar an award of
5 attorneys' fees ancillary to the settlement agreement. See Tonya K.
6 by Diane K. v. Board of Educ. of Chicago, 847 F.2d 1243, 1245-46 (7th
7 Cir. 1988).

8 Next, Defendants contend that Plaintiff cannot collect
9 attorneys' fees under the ADA because Defendants were not the
10 Plaintiff's employers. Docket Document No. 186-1. However, recovery
11 of attorneys' fees is not limited to claims against employers; the
12 ADA authorizes the award of attorneys' fees to the "prevailing
13 party." 42 U.S.C. § 12205. Therefore, we find that the ADA permits
14 Plaintiff to recover attorneys' fees.

15 Finally, Defendants argue that this court incorrectly calculated
16 the attorneys' fee award by including hours Plaintiff's attorney
17 spent litigating claims on which Plaintiff did not ultimately
18 prevail. In our previous order, we evaluated Plaintiff's time
19 entries, and denied fees for unsuccessful claims. Docket Document
20 No. 185. Defendants do not point out any specific ways in which they
21 disagree with our assessment of Plaintiff's time log. Therefore, we
22 decline to reconsider our original calculation of Plaintiff's
23 attorneys' fees.

